

State of Ohio State Employment Relations Board

In the Matter of Conciliation between	)	Case Number: 2017-MED-05-0717
	)	and 2017-MED-05-0718
The Marion County Sheriff and	)	
The Marion County Board	)	
of Commissioners	)	Date of Hearing: August 16, 2018
	)	Date of Report: September 17, 2018
Employer	)	
-and-	)	
	)	
	)	
Fraternal Order of Police,	)	
Ohio Labor Council, Inc.	)	
	)	
Union	)	Meeta A. Bass, Conciliator

CONCILIATION AWARD

Appearances on behalf of Employer:

Jonathan Downes, Labor Counsel  
Scott DeHart, Labor Counsel  
Tim Bailey, Marion County Sheriff  
Aaron Corwin, Sheriff's Office  
Christy Utley, Sheriff's Office  
Kelly Bates, Sheriff's Office  
Sarah Green, Sheriff's Office  
Joan Kasotis, Marion County Auditor

Appearances on behalf of Union:

Gwen Callender, Chief Counsel  
Chuck Choate, Staff Representative  
Kevin W. Davidson, Deputy Bargaining Comm. Chair  
Ken Rittenour, Lieutenant Bargaining Chair  
Sam Staley, Deputy Bargaining Unit Member  
Mary Schultz, Financial Expert

Introduction  
Case Background

This case is a conciliation proceeding between the Marion County Sheriff and Board of Commissioners (hereafter referred to as the “Employer” or the “Sheriff”) and the Fraternal Order of Police, Ohio Labor Council, Inc (hereafter referred to as the “Union” or “Unit”). The Marion County Sheriff’s Office is the principal law enforcement authority for Marion County, serving approximately 65,096 citizens. The County covers 403.9 square miles, with the City of Marion as the County seat. The bargaining units consists of five (5) members with the rank of Lieutenant and twenty-one (21) members with the rank of Deputy. The Collective Bargaining Agreements expired on September 30, 2017.

The Fact-Finder Gregory J. Lavelle was selected by the parties and appointed by SERB on March 22, 2018, and the fact-finding hearing was scheduled on May 9, 2018. The parties engaged in mediation sessions on May 2, 2018 and May 9, 2018 prior to proceeding to fact-finding. A complete agreement was not reached with respect to all items, and the parties submitted the open issues to Factfinder Lavelle. At the parties’ request, the Factfinder did not engage in a formal hearing. Factfinder Lavelle issued his report on May 18, 2018, and on May 21, 2018, both bargaining units’ eligible members voted by the requisite majority to reject the Factfinder’s Report and Recommendation. The Union certified the units’ rejection of the Report to SERB on May 22, 2018.

The State Employment Relations Board (SERB) appointed Meeta A. Bass to serve as Conciliator for this case on June 7, 2018 in compliance with Ohio Revised Code (ORC) Section 4117.14(D)(1). By agreement of the parties, the conciliation hearing was scheduled for August 16, 2018. The hearing was held at the Marion Chamber of Commerce located at 267 West Center Street, Marion, Ohio 43302. Prior to initiating hearing procedures, the parties were encouraged to attempt mediation to resolve issues at impasse in compliance with Ohio Revised Code Section 4117.14(G)(1). The parties continued their negotiation which resulted in revised final offers from the Employer and certain contract language that is incorporated herein.

Both parties timely filed their pre-hearing statements. A review of the pre-hearing statements identified the following open issues:

- Article 8: Maintenance of Standards
- Article 19: Grievance Procedure and Arbitration
- Article 21: Hours of Work/Overtime
- Article 22: Shift Schedules
- Article 23: Wages and Other Compensation, including Appendix A
- Article 26: Vacation
- Article 30: Funeral Leave

Article 37.2: Duration  
Article 38: Mid-term Bargaining

At the commencement of the hearing, the parties submitted the following Tentative Agreements as related to the Deputies:

11/28/17	ARTICLE 1	PREAMBLE/PURPOSE
CCL	ARTICLE 2	PLEDGE AGAINST DISCRIMINATION AND COERCION
11/28/17	ARTICLE 3	UNION RECOGNITION
CCL*	ARTICLE 4	UNION SECURITY
5/2/18	ARTICLE 5	UNION REPRESENTATION
CCL	ARTICLE 6	MANAGEMENT RIGHTS
CCL	ARTICLE 7	NO STRIKE/NO LOCKOUT
5/2/18	ARTICLE 9	BULLETIN BOARD
CCL	ARTICLE 10	LABOR MANAGEMENT MEETINGS
11/28/17	ARTICLE 11	WORK RULES
11/28/17	ARTICLE 12	EMPLOYEE ALCOHOL AND DRUG TESTING
5/2/18	ARTICLE 13	PROBATION PERIODS/PERFORMANCE EVALUATIONS
CCL	ARTICLE 14	SENIORITY
5/2/18	ARTICLE 15	FILLING OF POSITIONS
CCL	ARTICLE 16	TEMPORARY ASSIGNMENTS
5/2/18	ARTICLE 17	LAYOFF AND RECALL
CCL	ARTICLE 18	SUBCONTRACTING
CCL	ARTICLE 20	INVESTIG., DISCIPLINE PROCED., PERSONNEL RECORD
11/28/17	ARTICLE 24	HEALTH & LIABILITY INSURANCE
11/28/17	ARTICLE 25	UNIFORMS AND EQUIPMENT\TRAVEL REIMBURSEMENT
5/9/18	ARTICLE 27	HOLIDAYS AND PERSONAL LEAVE
5/9/18	ARTICLE 28	SICK LEAVE/INJURY LEAVE
5/2/18	ARTICLE 29	MEDICAL EXAMINATION
CCL	ARTICLE 31	COURT LEAVE
11/28/17	ARTICLE 32	MILITARY LEAVE
CCL	ARTICLE 33	LEAVES WITHOUT PAY
CCL	ARTICLE 34	WAIVER IN CASE OF EMERGENCY
CCL	ARTICLE 35	APPLICATION OF CIVIL SERVICE LAW
CCL	ARTICLE 36	SEVERABILITY
5/2/18	ARTICLE 37	DURATION OF AGREEMENT

\* CCL indicates current contract language.

The parties submitted the following Tentative Agreements as related to the Lieutenants:

11/28/17	ARTICLE 1	PREAMBLE/PURPOSE
CCL	ARTICLE 2	PLEDGE AGAINST DISCRIMINATION AND COERCION
11/28/17	ARTICLE 3	UNION RECOGNITION
CCL*	ARTICLE 4	UNION SECURITY
5/2/18	ARTICLE 5	UNION REPRESENTATION
CCL	ARTICLE 6	MANAGEMENT RIGHTS

CCL	ARTICLE 7	NO STRIKE/NO LOCKOUT
5/2/18	ARTICLE 9	BULLETIN BOARD
CCL	ARTICLE 10	LABOR MANAGEMENT MEETINGS
11/28/17	ARTICLE 11	WORK RULES
11/28/17	ARTICLE 12	EMPLOYEE ALCOHOL AND DRUG TESTING
5/2/18	ARTICLE 13	PROBATION PERIODS/PERFORMANCE EVALUATIONS
CCL	ARTICLE 14	SENIORITY
5/2/18	ARTICLE 15	FILLING OF POSITIONS
CCL	ARTICLE 16	TEMPORARY ASSIGNMENTS
5/2/18	ARTICLE 17	LAYOFF AND RECALL
CCL	ARTICLE 18	SUBCONTRACTING
CCL	ARTICLE 20	INVESTIG., DISCIPLINE PROCED., PERSONNEL RECORDS
11/28/17	ARTICLE 24	HEALTH & LIABILITY INSURANCE
11/28/17	ARTICLE 25	UNIFORMS AND EQUIPMENT\TRAVEL REIMBURSEMENT
5/9/18	ARTICLE 27	HOLIDAYS AND PERSONAL LEAVE
5/9/18	ARTICLE 28	SICK LEAVE/INJURY LEAVE
5/2/18	ARTICLE 29	MEDICAL EXAMINATION
CCL	ARTICLE 31	COURT LEAVE
11/28/17	ARTICLE 32	MILITARY LEAVE
CCL	ARTICLE 33	LEAVES WITHOUT PAY
CCL	ARTICLE 34	WAIVER IN CASE OF EMERGENCY
CCL	ARTICLE 35	APPLICATION OF CIVIL SERVICE LAW
CCL	ARTICLE 36	SEVERABILITY
5/2/18	ARTICLE 37	DURATION OF AGREEMENT

\* *CCL indicates current contract language.*

Additionally, the record was left open for the submission of the parties Revised Tentative Agreement of Article 4: Union Security in consideration of the ruling in Janus vs AFSCME Council 31; the parties submitted the revised Article 4 on August 30, 2018 at which time the record closed.

These tentative agreements and any undisputed or unopened article within the Collective Bargaining Agreement are incorporated into this award.

Statutory Criteria:

The Ohio Revised Code Section sets forth in ORC 4417.14(G)(7)(a)-(f) and OAC 4117-9-06(H)(1)-(6) the following criteria the conciliator is to consider in making the award:

(1) Past collectively bargaining agreements, if any, between the parties;

(2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;

- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this section, which are normally or traditionally.

## **ARTICLE 8: MAINTENANCE OF STANDARDS**

The Position of the Sheriff:

The Sheriff proposes that current contract language should continue for Article 8 Section 1 and that Article 8 Section 2 is modified to strike the language of the dispatchers as its revised final offer.

The Position of the Union:

The Union proposes that current language should continue for Article 8 Section 1 and 2 as its final offer.

Discussion and Award:

The Sheriff and the Union both agree to continue the current language of Section 8.1.

The Factfinder recommended a deletion of Article 8 Section 2 in its entirety. Section 8.2 currently reads as follows: "Insofar as practical, the Sheriff shall schedule at least two (2) people on duty for road patrol, and at least one person on dispatch duty, at all times." Factfinder Lavelle opined that the staffing of public safety forces should be left to the discretion of management who is charged with the responsibility of providing the best coverage to protect the public within his budget. The Sheriff's revised final offer addresses safety concerns raised by the Union but also reserve its right to staff its operations.

The final revised offer of the Sheriff is awarded, and the contract language is attached hereto and incorporated by reference.

## **ARTICLE 19            GRIEVANCE PROCEDURES and ARBITRATION**

The Position of the Sheriff:

The Sheriff proposes the Factfinder's recommendation for Article 19.5, Step 3 and additional language that incorporates the rationale of the Factfinder in Section 19.8 for an arbitrator to

allocate fees and expenses between the parties when there is no clear winner or loser as its final offer.

The Position of the Union:

The Union proposes the Factfinder's recommendation for Article 19.5, Step 3 and maintains the current language in Section 19.8, Cost of Arbitration as its final offer.

Discussion and Award:

Both parties acknowledged that the Marion County Sheriff's Office Dispatchers CBA has a twenty-one (21) calendar day period for invoking arbitration. Internal comparable analysis is an appropriate consideration of a Factfinder. The parties accepted the Factfinder's recommendation as to continue the language of Section 19.5 with a modification of twenty-one (21) calendar days rather than the current contract language of fourteen (14) calendar days.

All three bargaining units have a loser pay provision within their respective collective bargaining agreements. The Factfinder stated the pros and cons related to a loser pay provision. Although he recognized that consistency in bargaining is a criteria in fact-finding, he ultimately, in weighing the disadvantages to such a provision, recommended an equal split fee provision. The parties both offer to retain the loser pay provision. Notwithstanding, the additional language proposed by the Sheriff, *for an arbitrator to determine an allocation of fees and expenses between the parties when there is no clear winner or loser*, only incorporates the rationale of the Factfinder who wrote in his report that "It is clear under arbitral standards that an arbitrator would have authority to make a determination of the proper allocation of fees and expenses in a "no-clear-winner case." The proposed language recognizes the relevance of such a provision in a no-clear-winner-case without substantially changing the bargaining history of the parties on said issue.

The revised final offer of the Sheriff seeks to provide a contractual mechanism in the assessment of fees and expenses in a no-clear-winner-case and to provide for consistent contractual language for the twenty-one (21) calendar day for invoking arbitration by Employer or Union.

Based upon the presentations of the parties, the final revised offer of Sheriff is awarded, and the contract language is attached hereto and incorporated by reference.

## **ARTICLE 21            HOURS OF WORK/OVERTIME**

The Position of the Sheriff:

The Sheriff propose to continue the current language of the contract with the exception of Section 21.1 which defines work period for all bargaining unit employees engaged in law enforcement duties as fourteen (14) consecutive days from the start date as determined by the Sheriff as its final offer. The offer represents the recommendation of the Factfinder.

The Position of the Union:

The Union proposes to maintain the current language in Sections 21.1 and 21.2, a reduction in the overtime threshold from eighty-five (85) to eighty-four (84) and a restriction on scheduling after the start period to avoid overtime in Section 21.3, new language for Article 21.4 defining call-in and expanding call-in pay from minimum of three (3) to four (4) hours, the agreed flex language in Article 21.5, and new language for Section 21.6 providing for an increase of comp time bank from eighty (80) to one hundred twenty (120), and a onetime conversion of cash.

Discussion and Award:

It is not disputed that the modification of Section 21.1 as proposed by the Sheriff and recommended by the Factfinder describes the current practice of the office.

As to the remaining sections of the Article, the Factfinder, for the reasons stated in his Report, rejected the proposals of the Union. Upon discussion with the parties, the final revised offer of the Sheriff is accepted and awarded, and the contract language is attached hereto and incorporated by reference.

## **ARTICLE 22 SHIFT SCHEDULES**

The Position of the Sheriff:

The Sheriff adopts the Factfinder's Recommendation, continuation of current contract with agreed language for flex time, as its revised final offer.

The Position of the Union:

The Union proposes the continuation of current language for Sections 22.1 - 22.4, and proposes modifications to Section 22.5, the new flex time provision, recommended by the Factfinder as its final offer.

Discussion and Award:

The Union accepted the Sheriff's offer with an understanding that for a call-in that meets the criteria for a call-in as listed in section 21.4, said call-in(s) shall not be flexed.

Based on the representation of the parties, the final revised offer of the Sheriff is awarded, and the contract language is attached hereto and incorporated by reference.

ARTICLE 23                      WAGES AND OTHER COMPENSATION

The Position of the Sheriff:

The Sheriff’s revised final offer modified Section 23.1 to add a sentence regarding the effective date of wage rate increases and deleting language regarding payment of hours worked after noon on Friday in Section 23.5. The Sheriff also proposed revisions to the wage scale for the Deputies and an across the board wage rate increases of 2.75% at all steps effective the first day of pay period 21 in 2018, an across the board wage rate increase of 2% at all steps the first day of the first full pay period after January 1, 2019 and a re-opener for base wage rates only for the calendar year 2020 to begin October 1, 2019 with negotiations period for 60 days; if not settled then statutory impasse proceedings will apply. Wage rates will be effective for the first day of the first full pay period of 2020 unless agreed otherwise. The proposal offers two (2) signing bonuses subject to applicable taxes and withholding, one in the amount of \$900.00 and the other in the amount of \$500.00, to those Deputies who are employed by the Employer on the date of the Conciliator’s Award.

Regarding the Lieutenants, the Sheriff’s revised final offer modified Section 23.1 to add a sentence regarding the effective date of wage rate increases and deleting language regarding payment of hours worked after noon on Friday in Section 23.5. The Sheriff also proposed revisions to the wage scale for the Lieutenants and an across the board wage rate increases of 2.0% at all steps effective the first day of pay period 21 in 2018, an across the board wage rate increase of 2.0% at all steps the first day of the first full pay period after January 1, 2019 and a re-opener for base wage rates only for the calendar year 2020 to begin 10/1/2019 with negotiations period for 60 days; if not settled then statutory impasse proceedings will apply. Wage rates will be effective for the first day of the first full pay period of 2020 unless agreed otherwise. The proposal offers a one-time signing lump sum payment of \$1,000.00 subject to applicable taxes and withholding, to those Lieutenants who are employed by the Employer on the date of the Conciliator’s Award. Appendix A is attached hereto and incorporated herein.

<b>Deputy Sheriff</b>	<b>New Hire</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>4 Yr.</b>	<b>5 Yr.</b>	<b>6 Yr.</b>
<b>2017 (baseline)</b>	\$19.91	\$21.62	\$23.39	\$24.56	\$25.36	\$26.22	\$27.18
<b>2018</b>	\$20.46	\$22.21	\$24.03	\$25.24	\$26.06	\$26.94	\$27.93
<b>2019</b>	\$20.87	\$22.66	\$24.51	\$25.74	\$26.58	\$27.48	\$28.49
<b>2020 Wage Reopener</b>							
<b>Lieutenant</b>	<b>New Hire</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>4 Yr.</b>		
<b>2017 (baseline)</b>	\$28.03	\$28.90	\$29.33	\$29.77	\$30.22		
<b>2018</b>	\$28.59	\$29.48	\$29.92	\$30.37	\$30.82		
<b>2019</b>	\$29.17	\$30.07	\$30.52	\$30.98	\$31.44		
<b>2020 – Wage Reopener</b>							



The Position of the Union:

The Union proposes the current contract language for Section 23.1, 23.3, 23.4 23.5 and 23.6, a new wage scale, an across the board wage rate increase of 2.0% per year for 2018, 2019, and 2020, a rank differential of 12.5% above the highest paid deputy, a new shift differential of \$0.45/hour for all members who are assigned to any shift between 3pm and midnight with a Me Too provision for the Lieutenants, and an increase in longevity pay of \$0.10 (5th year), \$0.25 (10th) year, \$0.35(15th year) and \$0.55 (20th year).

**The following wage adjustments are proposed.**

<b>Deputy Sheriff</b>	<b>New Hire</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>4 Yr.</b>	<b>5 Yr.</b>	<b>6 Yr.</b>
<b>2.5%</b> <b>2018</b>	<b>\$20.41</b>	<b>\$22.16</b>	<b>\$23.97</b>	<b>\$25.17</b>	<b>\$25.99</b>	<b>\$26.88</b>	<b>\$27.86</b>
<b>2.5%</b> <b>2019</b>	<b>\$20.92</b>	<b>\$22.71</b>	<b>\$24.57</b>	<b>\$25.80</b>	<b>\$26.64</b>	<b>\$27.55</b>	<b>\$28.56</b>
<b>2.5%</b> <b>2020</b>	<b>\$21.44</b>	<b>\$23.28</b>	<b>\$25.19</b>	<b>\$26.45</b>	<b>\$27.31</b>	<b>\$28.24</b>	<b>\$29.27</b>

Discussion and Award:

The parties engaged in lengthy negotiations before and during the conciliation hearing. Both the Sheriff and the Union have made adjustments to the recommendation of the Factfinder in the Sheriff's revised final offer.

There was an error in the Factfinder's Report regarding the effective date of wage increases. A typographical error in the position statement of the Sheriff was corrected at the fact-finding hearing but was inadvertently carried over into the recommendation of the Factfinder in his report. The Sheriff has increased the offer of a lump sum contract signing payments to \$900.00 for Deputies and \$1,000.00 for Lieutenants to address this matter, and to provide an enhancement of its financial package.

The Factfinder rejected the Union's proposal for a one-time adjustment in the base wage rate of the Deputies but instead accepted the Sheriff's offer of a one-time lump sum payment of \$500.00. The Sheriff continues to offer said payment in his revised final offer.

Although the Factfinder rejected a rank differential proposed by the Union, the five-step scale for Lieutenants in the Sheriff's revised final offer factors into the wage these concerns.

In consideration of the record before me, the representations of the parties, and the ability of the public employer to finance and administer the issues proposed, the Sheriff's revised final offer is awarded.

The contract language is attached hereto and incorporated by reference.

**Article 26:            Vacation**

The Position of the Sheriff:

The Sheriff adopts the Factfinder's Recommendation with the exception as to the hours credited per pay period as its final offer.

The Position of the Union:

The Union adopts the Factfinder's Recommendation with the exception to the hours credited per pay period as its revised final offer.

Discussion and Award:

Both parties agree to continue the current contract language with the Factfinder's recommendation of increasing the accrual from 200 to 240 hours per year resulting in 9.2 hours credited per pay period for 25 years or more of service. In recommending the increased accrual of 240 hours, the Factfinder inadvertently did not change the 7.7 hours to 9.2 hours credited per pay period.

Further, based on the representation of the parties, it is understood that as manpower permits, the Employer may authorize time-off requests.

The revised final offer of the Sheriff is accepted and awarded. The contract language is attached hereto and incorporated by reference.

**ARTICLE 30            FUNERAL LEAVE**

The Position of the Sheriff:

The Sheriff adopts the Factfinders Recommendation as its final offer.

The Position of the Union:

The Union proposes to modify the primary list of family members to include aunts and uncle as its final offer.

Discussion and Award:

The Collective Bargaining Agreement provides members with leave to mourn and heal after loss of a defined family member. The Factfinder rejected the Union's proposal to expand the definition of family member to include aunts and uncles and retained the current contract language. The Factfinder theorized that the expansion of the primary list of members would be an impediment to business productivity. Having reviewed the rationale of the Factfinder and hearing the representation of the parties, the final revised offer of the Sheriff is accepted and awarded, and the contract language is attached hereto and incorporated by reference.

**ARTICLE 37. DURATION**

Although initially identified as an open issued, the parties submitted a signed tentative agreement dated May 2, 2018.

**ARTICLE 38 MID-TERM BARGAINING**

The Position of the Sheriff:

The Sheriff adopts the Factfinder's Recommendation as its Revised Final Offer.

The Position of the Union:

The Union adopts the Factfinder's Recommendation as its Final Offer.

Discussion and Award:

Both parties agree to current contract language as recommended by the Factfinder. The contract language is attached hereto and incorporated by reference.

Having considered the arguments and representations of the advocates as well as the recommendations of the Factfinder, the above paragraphs represent the award of the Conciliator on all outstanding issues in consideration of the statutory criteria set forth in ORC 4417.14(G)(7)(a) - (f) and OAC 4117-9-06(H)(1)-(6). All tentative agreements and unopened or undisputed articles are incorporated in this award by reference.

The contract language for the Deputies should read as follows:

**ARTICLE 8 MAINTENANCE OF STANDARDS**

Section 8.1 The parties understand and agree that this Article reflects the commitment of the parties to the Agreement and to maintain the standards of employment established in this Agreement. Any term and/or condition of employment not specifically established or modified by this Agreement shall not be changed during the term of this Agreement. Nothing in this section is intended to impair the right and responsibility of the Sheriff to engage in the types of management responsibilities set forth in R.C. 4117.08(c).

Section 8.2 Insofar as practical, the Sheriff shall schedule at least two (2) people on duty for road patrol, and at least one person on dispatch duty, at all times.

**ARTICLE 19 GRIEVANCE PROCEDURE AND ARBITRATION**

Section 19.1 Purpose The grievance procedure is a formal mechanism intended to assure the employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for

submitting a grievance in good faith.

Section 19.2 Definitions The term “grievance” shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by resolutions of the Marion County Board of Commissioners, or by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

The term “days” when used in this article shall mean calendar days.

Section 19.3 Discipline Any employee who wishes to appeal disciplinary action taken by the Employer against him or her which disciplinary action is of a nature that qualifies for appeal under the Rules of the State Personnel Board of Review, but shall utilize the grievance procedure contained in this Agreement as his or her sole remedy.

Section 19.4 Grievance Procedures, Forms Grievances may be initiated by the Union or an aggrieved member. All grievances must be processed at the proper step of the progression in order to be considered at the subsequent step. Grievances involving a suspension, discharge and a grievance filed on behalf of all employees as a group shall be introduced at Step 2 of the grievance procedure.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect.

Any grievance not answered by management within the stipulated time limits shall automatically advance to the next step in the procedure. A grievance shall automatically be extended ten days upon request of either party, on the initial filing of the grievance not to include the day of the filing. All time limits may be waived upon mutual consent of the parties.

All written grievances must contain the following information to be considered:

- A. Aggrieved employee’s name and signature;
- B. Aggrieved employee’s classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date, time and place grievance occurred;
- G. Description of incident giving rise to the grievance;

- H. Articles and sections of Agreement alleged to be violated; and
- I. Relief requested.

Section 19.5 Grievance Procedure In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 as hereinafter provided within seven (7) calendar days after the occurrence of the incident giving rise to the grievance. If the employee can prove beyond a reasonable doubt that he was unaware of the incident within the specified time limits, he shall have seven (7) calendar days from the time he can substantiate he became aware of the incident in which to file a grievance. In no case shall the time limit in which to file a grievance exceed thirty (30) calendar days from date of occurrence.

Any settlement of a grievance shall be final, conclusive and binding on the Employer, the Union and the employees.

The following steps shall be followed in the processing of a grievance:

Step 1 Supervisor The grievant must present the alleged grievance to his/her supervisor. It shall be the responsibility of the Supervisor to investigate and provide a solution or appropriate written explanation within seven (7) calendar days following the day on which the Supervisor was presented the grievance. The employee shall be permitted one (1) Union steward representative at this step of the procedure, if the employee so desires. In the absence of the steward, the local Union president may represent an employee at Step 1 of the procedure.

Step 2 Sheriff The employee, with no more than two (2) Union representatives, if the employee desires, may take up a grievance with the Sheriff and/or his designated representative within seven (7) calendar days after receiving the Step 1 reply. The Sheriff shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his representative(s). The Sheriff shall investigate and attempt to adjust the matter and shall respond to the grievant and/or Union representative(s) in writing within seven (7) calendar days following the meeting.

Step 3 Arbitration If the grievance is not satisfactorily resolved in Step 2, it may be submitted to arbitration upon request of the Union or Employer in accordance with this Section of this Article.

The Union or the Employer, based on the facts presented, have the right to decide whether to arbitrate a grievance. The right of the Union or the Employer to request arbitration over an adjusted grievance is limited to a period of ~~fourteen~~**twenty-one** (14**21**) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon a determination to submit the dispute to arbitration, and after written notice from the initiating party to the other party, the parties shall meet within fourteen (14) calendar days in order to jointly draw up the request for list of arbitrators from the Federal Mediation and Conciliation Service for arbitration in accordance with the Service's then prevailing rules and practices for voluntary labor arbitration. Alternatively, the parties may agree to select an Arbitrator prior to requesting a list from FMCS.

In instances involving time-off discipline the parties expressly agree that arbitration shall be expedited. To that end, when requested by the Union, the Arbitrator shall be selected by the parties within thirty (30) calendar days of the Notice of Intent to Arbitrate, the Arbitrator selected shall have thirty (30) calendar days from the date he/she accepts the appointment to schedule a hearing, and the Arbitrator shall have fifteen (15) calendar days to issue a written decision. The Arbitrator shall be made aware of these conditions. Neither party shall be permitted to file post-hearing briefs. Extensions shall only be by written, mutual agreement.

Upon mutual agreement, a pre-arbitration meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected) and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless parties agree otherwise. In the event of expedited arbitration, the request for the pre-arbitration meeting shall be within seven (7) calendar days of the notice of intent to arbitrate and the meeting and exchange of information shall occur within fourteen (14) calendar days thereafter. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) calendar days after the pre-arbitration meeting.

The arbitrator shall limit his or her decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
- B. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rule-making powers not inconsistent with this Agreement.
- C. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.

- D. Implying any restriction or condition upon the Employer from this Agreement, it being understood that, except to such restrictions or conditions upon the Employer that are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of rights set forth in the article of this Agreement entitled "Management Rights".
- E. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate unless otherwise provided in this Agreement.
- F. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
- G. Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 19.6 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 19.7 Decision Of Arbitrator The decision of the Arbitrator resulting from any arbitration of any grievances hereunder shall be in writing and shall be final and binding upon the Employer, the Union and the employee or employees involved. The award, if in favor of the grievant, will be promptly implemented by the Employer.

Section 19.8 Cost of Arbitration The cost of the services of the Arbitrator, the cost of any proof produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, shall be borne by the losing party, **except that the arbitrator may determine an allocation of fees and expenses between the parties when there is no clear winner or loser.** The expenses of any non-employee witness shall be borne, if at all, by the parties calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her normal working hours on the day of the hearing.

Section 19.9 Settlement Without Union When an employee covered by this Agreement represents himself in a grievance, the Employer will advise the Union of its disposition. An authorized Union representative shall be permitted to be present in such cases. No settlement shall be in conflict with any provisions of this Agreement.

Section 19.10 Informal Resolution Should an employee have a dispute or complaint that is not subject to the grievance procedure set forth above, the employee may reduce the matter to writing and submit it to his or her supervisor who shall then schedule a meeting with the employee and one (1) representative within seven (7) calendar days. After such meeting the supervisor shall give the employee a written answer. If the employee is not satisfied with the written answer given by his or her supervisor, then and in such event he or she may submit the written complaint or dispute together with the supervisor's written answer to the Chief Deputy for further consideration who shall then schedule a meeting with the employee and one (1) representative. Within seven (7) calendar days after such meeting the Chief Deputy shall give his written answer to the employee. If the employee is not satisfied with the Chief Deputy's written answer he or she may then submit the written complaint or dispute together with the supervisor's and the Chief Deputy's written answers to the Sheriff who shall then schedule a meeting with the employee and one (1) representative to review the entire matter. The Sheriff shall, within seven (7) calendar days after the date of such meeting, give the employee his written answer to the Complaint or dispute which written answer shall be final and binding. Upon mutual agreement of the parties, this procedure may also be used for matters subject to or pending in the grievance procedure. It is the intent and desire of the Employer, Union, and employees that all matters of dispute, contract interpretation, discipline appeal, etc. which may or may not be subject to this grievance procedure be openly discussed with the intent for resolution. These discussions may occur informally, through this grievance procedure, or through formal labor-management meetings. All parties necessary for resolution may attend with the permission of the Union and the Employer.

## **ARTICLE 21 HOURS OF WORK/OVERTIME**

Section 21.1 Work Periods Defined Work periods for all bargaining unit employees engaged in law enforcement duties shall **be fourteen (14) consecutive calendar days from the start date as determined by the Sheriff.** ~~coincide with the County pay periods and shall commence at 12:01 a.m. on Sunday and shall end at midnight on the second Saturday immediately following. Non-law enforcement personnel shall work a work week commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.~~

Section 21.2 Work Shifts The basic shift for each employee in the bargaining unit shall normally consist of eight (8) consecutive hours which shall commence on the hour and end on the hour eight (8) hours later. During each such shift the employee may take a reasonable period of time for his or her meal, not to exceed thirty (30) minutes, with pay, during which meal period such employee shall remain on duty. Employees in the bargaining unit shall normally be scheduled for a shift each day for five (5) consecutive days followed by the next following two (2) days off. It is understood and agreed, however, that the basic shift and work schedules may be extended or adjusted to meet the needs of the Employer.



This Article shall not apply to any employee who is performing law enforcement services on behalf of the County under a contractual agreement between the County and any other governmental subdivision, person, firm, corporation, or other legal entity.

The Sheriff may temporarily realign the shifts based upon temporary manpower adjustments, leaves, vacations, holidays, or personal problems of an employee.

Section 21.3 Overtime Overtime will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in any one work week for non-law enforcement personnel and in excess of eighty-five (85) hours in any one work period for law enforcement personnel (pursuant to the provisions of Section 7(k) of the Fair Labor Standards Act, as amended). Overtime pay or other premium pay shall not be pyramided or duplicated.

Section 21.4 Call-in In those instances when a superior officer or supervisor specifically requests a member of the bargaining unit to report for or return to work to do unscheduled, unforeseen, or emergency work, and which time does not abut the employee's regularly scheduled shift, the bargaining unit member shall be paid a minimum of three (3) hours pay at his or her regular rate of pay or he or she shall be paid his or her applicable rate.

Section 21.5 Reporting Hours Worked And Overtime As authorized by the Fair Labor Standards Act, only those hours actually worked and required by the Employer shall be considered as hours worked for payment as overtime. All employees shall comply with the Office directives and procedures concerning the accurate reporting and recording of all hours worked. Any employee fabricating overtime payment claims or who inaccurately or fraudulently claims overtime payment shall be subject to disciplinary action including dismissal.

Section 21.6 Compensatory Time Subject to the approval of the Sheriff, any employee working overtime hours as set forth in Section 3, above, may elect to take compensatory time off in lieu of payment of such overtime hours provided, however, such compensatory time off is taken within the time period authorized by the Federal Fair Labor Standards Act.

Compensatory time may accumulate to a maximum of eighty (80) hours. Any accumulation over eighty (80) hours compensatory time shall be paid at the time the overtime is worked.

Employees who separate from service or who die shall have their accumulated, unused compensatory time converted to cash at their rate of pay at the time of separation. Compensatory time will be taken in no less than one (1) hour increments.

Section 21.7 Overtime Opportunities The Employer will make reasonable efforts to equalize overtime opportunities among qualified employees within classifications and will take into consideration the employee's personal schedule. In the event an employee believes he/she has been denied an overtime opportunity and the Employer agrees that the employee has been denied an overtime opportunity, the employee shall be granted the next overtime opportunity or opportunities until the overtime has been equalized.

Section 21.8 Hours of Work and Overtime (K-9 Units) In order to compensate a member for care of his assigned canine, all deputies assigned as canine handlers will be paid a premium of one dollar and forty nine cents (\$1.49) per hour for all hours in active pay status.

## **ARTICLE 22 SHIFT SCHEDULES**

Section 22.1 Choice Of Shift Choice of shift shall be determined by Classification Seniority with each different classification. If any employee leaves a classification after satisfactorily completing the probationary period and returns to the classification then the employee will have choice of shift from the original classification date. In the event two or more employees have the same classification seniority date then choice of shift shall be determined by Date of Hire Seniority.

- A. Management shall determine positions by classification per shift that will be required on a semi-annual basis.
- B. Said requirements will be posted by the 15th of the month preceding the end of each semi-annual period and the employees will have until the 22nd day of the month preceding the end of such semi-annual period to submit their request, in writing, for shift preference. Subject to the rights retained by the Sheriff to deny requests for shift preference as set forth in Section 13.2 above, the criteria for granting all requests for shift preference shall be classification seniority.
- C. On March 1 & September 1 of each year the Employer will circulate a sign up roster for the next six (6) month schedule. This sign up roster will have a list of the available number of slots and days off for each of the uniform shifts. Only officers that have satisfactorily completed the classification probationary period are eligible to sign up and exercise Classification Seniority rights. The number of officers not having completed the probationary period shall be divided as equally as possible among the three shifts, and will be assigned to the days off slots not filled in by officers exercising their Classification Seniority rights. The sign up roster shall continue through the Deputy Sheriffs/Road Enforcement Division by Classification Seniority and shall be completed by March 15 and September 15. The sign up roster goes into effect on April 1 & October 1.
- D. This Section shall not apply to special assignments by the Sheriff.

Section 22.2 Authority Of Sheriff The Sheriff may deny requests for shift preference and realign shifts as required based upon the following criteria:

- A. Specialized training;
- B. Individual officer physical capabilities;
- C. Special Assignment.

Section 22.3 Limitations On Shift Selection Persons with less than one (1) year seniority shall not have choice of shift. Shift selection shall not apply to persons assigned by the Sheriff to detective positions or special assignments. Additionally, specific tasks or projects may be made without regard to Section 13.1 for a period not to exceed one year. If such special tasks or projects must exceed one year, the Employer will notify the Union and discuss the extension, if the Union requests.

Section 22.4 Shifts From time to time, innovative shifts may be established within the office. Innovations such as but not limited to extension of working hours and corresponding hours off within a specified time period, rotation of groups of officers or other plans that are recognized innovations may be employed. From time to time, innovative shifts would involve deviating from the current shift schedule of working five eight hour days per week. This may include, but not be limited to such things as working four ten hour days per week, schedule six days on and three days off, or other similar adjustments. Before implementing any innovative shift schedule, the Sheriff shall consult with the union, in a labor management conference under Article 10.

**Section 22.5 Schedule Flex The employer may flex time of an employee within a pay period where the employee has worked overtime. The employer will consider the request of the employee as to the time to be flexed. An employee may otherwise request to flex his schedule or to switch shifts with another employee. Said request may be granted or denied within the discretion of the Employer. If time can not be flexed within the pay period, the employee may choose to receive either payment at time and one half or comp time.**

## **ARTICLE 23 WAGES AND OTHER COMPENSATION**

Section 23.1 Wage rates for employees of the bargaining units are set forth in the wage scales in Appendix A to this Agreement. **Wage rate increases are effective on the first day of the first full pay period after January 1 in each year, unless otherwise stated in Appendix A.**

Section 23.2 Longevity Pay Beginning on the fifth anniversary of service with the Office and each listed anniversary date thereafter employees shall receive additional compensation, which shall be included in their base rate of pay, in accordance with the following schedule:

<u>5th</u>	<u>10th</u>	<u>15th</u>	<u>20th</u>
\$.25/hr	\$.35/hr	\$.45/hr	<b>\$.50/hr</b>

Section 23.3 Advance Step Hire The Employer may at his discretion, hire an employee at any step of the salary schedule where said employee already possesses special skills, experience, knowledge or abilities commensurate with such Step. However, no new employee shall receive a rate higher than those employees in his or her classification already employed by the Office. If an employee is hired at entry level or above, upon successful completion of his probationary period said employee shall advance to the next higher step for his or her classification.

Section 23.4 Promotions Any bargaining unit employee promoted to a higher paying Classification as contained in Article 3 Section 3.1 shall enter the pay range of the higher classification at the step which provides an increase. Thereafter, the employee would advance to each succeeding step in accordance with Section 1 of this Article.

Section 23.5 Pay Periods Pay periods shall commence on Sunday and end at midnight on the second Saturday immediately following provided, however, that all pay for time worked after noon on the Friday immediately preceding the last day of the pay period shall be accounted for and paid on the next pay period. Pay periods shall be subject to change, with advance notice, if deemed necessary by the County Auditor.

Section 23.6 Pay Checks Pay checks for each pay period shall be made available to the employees to pick up at the Sheriff's office from and after 12:01 a.m., on the Friday immediately following the end of each pay period, or as made available from County Payroll.

**ARTICLE 26 VACATION**

Section 26.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>YEARS</u>	<u>VACATION</u>	<u>MAX. HOURS CREDITED</u>	<u>MAXIMUM</u>
<u>SERVICE</u>	<u>HOURS</u>	<u>BY PAY PERIOD</u>	<u>BALANCE</u>
Less than 1	None	0 Hours	0 Hours
1 but less than 8	80	3.1 Hours	160 Hours
8 but less than 15	120	4.6 Hours	240 Hours
15 but less than 25	160	6.2 Hours	320 Hours
25 Years or more	200 <del>240</del>	7.7 <del>9.2</del> Hours	400 Hours

Vacation leave is earned while on vacation, sick leave or compensation time but not earned while performing overtime. Employees shall accrue up to the maximum vacation leave hours per pay period as provided in this Section, e.g. employees shall accumulate vacation leave up to eighty (80) hours in active pay status for hours worked, sick leave, vacation leave, holiday and personal leaves per pay period but shall not accumulate vacation leave for overtime hours which place the employee in over eighty (80) hours paid status per pay period and shall not accumulate on any other paid leaves, e.g. paid injury leave.

Full-time employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they actually

worked.

Section 26.2 Service Credit For Vacation Service, for purposes of vacation leave accrual, shall be the continuous, uninterrupted service with the Employer or uninterrupted service with another law enforcement agency or corrections facility in the State of Ohio. However, all employees employed as of July 1, 1993, shall have their prior service credit as of that date.

Each employee of the Employer who had been previously employed by the Employer with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time.

Section 26.3 First Year Employee No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

Section 26.4 Scheduling Of Vacation Vacation time off shall be normally granted at such time as the employee finds most suitable, considering both the wishes of the employee and the operational needs of the Employer.

The Employer will give vacation preference to an employee on the basis of seniority with the Office, where it is practical, provided the employee's request for vacation time off is submitted to the Employer at the time(s) each year, as agreed to by the parties. The Employer will post the vacation schedule for the affected employees at the time(s) each year, as agreed by the parties. Employees not requesting their vacation by the December 15 date each year for the following year will be scheduled for vacation as the operational needs of the Employer permit. If two (2) or more employees request their vacation for the same date(s), the Employer will schedule the most senior employee(s) for vacation as the operational needs of the Employer permit. After the annual scheduling period(s) is concluded all other vacation leave requests will be reviewed and considered on a first-come, first-served basis and in consideration of the operational needs of the office.

Section 26.5 Accumulation And Use Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed two (2) years' accumulation as set forth in the schedule above. Accumulation of vacation time in excess of two (2) years' accumulation must be approved in advance and must be in response to special circumstances. Vacation use and/or payment for vacation shall not exceed the normal scheduled workday or work week earnings.

Vacation may be taken in not less than one (1) hour increments.

Section 26.6 Compensation On Separation Except in cases of termination upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation. In

case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

### **ARTICLE 30 FUNERAL LEAVE**

Section 30.1 Funeral Leave For Nuclear Family Members In the event of a death in the nuclear family of an employee, the employee shall be granted up to five (5) days funeral leave to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nuclear family members are the employee's spouse, parent, child, step-child, sibling, parent-in-law, and step parents.

Section 30.2 Funeral Leave For Extended Family Members In the event of a death in the extended family of an employee, the employee shall be granted three (3) days funeral leave to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents, grandparents-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 30.3 Use of Sick Leave In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave, in addition to funeral leave. Such request for sick leave shall be submitted on a leave request form to the Office.

### **ARTICLE 38 MID-TERM BARGAINING**

Section 38.1 Mid-Term Bargaining If the Employer is contemplating any changes that would affect wages, hours, and/or conditions of employment for bargaining unit members and such change is a mandatory subject of bargaining in accordance with O.R.C. 4117, that:

- A. Is not otherwise provided for in this contract; or
- B. Cannot be implemented under the law without bargaining.

Then the Employer, prior to making such change, shall inform the union of said proposed change and negotiate to impasse with the union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the union may request that the matter be heard before a conciliator under the procedures of R.C. 4117. Except as provided for in section 2, the parties agree to utilize the established guidelines for conciliation as provided for in the Ohio Revised Code and Ohio Administrative Code.

Section 38.2 Award/Decision Within thirty (30) calendar days of receipt of the conciliator's decision, the County shall either implement the modifications in the conditions of employment in accordance with the conciliator's decision, or abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

Section 38.3 Costs The cost of the conciliation proceedings shall be shared equally between the parties; however, each party is responsible for its own attorney and/or consultant's fees.

The contract language for the Lieutenants should read as follows:

## **ARTICLE 8 MAINTENANCE OF STANDARDS**

Section 8.1 The parties understand and agree that this Article reflects the commitment of the parties to the Agreement and to maintain the standards of employment established in this Agreement. Any term and/or condition of employment not specifically established or modified by this Agreement shall not be changed during the term of this Agreement. Nothing in this section is intended to impair the right and responsibility of the Sheriff to engage in the types of management responsibilities set forth in R.C. 4117.08(c).

Section 8.2 Insofar as practical, the Sheriff shall schedule at least two (2) people on duty for road patrol, ~~and at least one person on dispatch duty,~~ at all times.

## **ARTICLE 19 GRIEVANCE PROCEDURE AND ARBITRATION**

Section 19.1 Purpose The grievance procedure is a formal mechanism intended to assure the employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 19.2 Definitions The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by resolutions of the Marion County Board of Commissioners, or by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

The term "days" when used in this article shall mean calendar days.

Section 19.3 Discipline Any employee who wishes to appeal disciplinary action taken by the Employer against him or her which disciplinary action is of a nature that qualifies for appeal under the Rules of the State Personnel Board of Review, but shall utilize the grievance procedure contained in this Agreement as his or her sole remedy.

Section 19.4 Grievance Procedures, Forms Grievances may be initiated by the Union or an aggrieved member. All grievances must be processed at the proper step of the progression in order to be considered at the subsequent step. Grievances involving a suspension, discharge and a grievance filed on behalf of all employees as a group shall be introduced at Step 2 of the grievance procedure.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect.

Any grievance not answered by management within the stipulated time limits shall automatically advance to the next step in the procedure. A grievance shall automatically be extended ten days upon request of either party, on the initial filing of the grievance not to include the day of the filing. All time limits may be waived upon mutual consent of the parties.

All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date, time and place grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of Agreement alleged to be violated; and
- I. Relief requested.

Section 19.5 Grievance Procedure In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 as hereinafter provided within seven (7) calendar days after the occurrence of the incident giving rise to the grievance. If the employee can prove beyond a reasonable doubt that he was unaware of the incident within the specified time limits, he shall have seven (7) calendar days from the time he can substantiate he became aware of the incident in which to file a grievance. In no case shall the time limit in which to file a grievance exceed thirty (30) calendar days from date of occurrence.

Any settlement of a grievance shall be final, conclusive and binding on the Employer, the Union and the employees.



The following steps shall be followed in the processing of a grievance:

Step 1 Supervisor The grievant must present the alleged grievance to his/her supervisor. It shall be the responsibility of the Supervisor to investigate and provide a solution or appropriate written explanation within seven (7) calendar days following the day on which the Supervisor was presented the grievance. The employee shall be permitted one (1) Union steward representative at this step of the procedure, if the employee so desires. In the absence of the steward, the local Union president may represent an employee at Step 1 of the procedure.

Step 2 Sheriff The employee, with no more than two (2) Union representatives, if the employee desires, may take up a grievance with the Sheriff and/or his designated representative within seven (7) calendar days after receiving the Step 1 reply. The Sheriff shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his representative(s). The Sheriff shall investigate and attempt to adjust the matter and shall respond to the grievant and/or Union representative(s) in writing within seven (7) calendar days following the meeting.

Step 3 Arbitration If the grievance is not satisfactorily resolved in Step 2, it may be submitted to arbitration upon request of the Union or Employer in accordance with this Section of this Article.

The Union or the Employer, based on the facts presented, have the right to decide whether to arbitrate a grievance. The right of the Union or the Employer to request arbitration over an adjusted grievance is limited to a period of fourteen ~~twenty-one~~ (14~~21~~) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon a determination to submit the dispute to arbitration, and after written notice from the initiating party to the other party, the parties shall meet within fourteen (14) calendar days in order to jointly draw up the request for list of arbitrators from the Federal Mediation and Conciliation Service for arbitration in accordance with the Service's then prevailing rules and practices for voluntary labor arbitration. Alternatively, the parties may agree to select an Arbitrator prior to requesting a list from FMCS.

In instances involving time-off discipline the parties expressly agree that arbitration shall be expedited. To that end, when requested by the Union, the Arbitrator shall be selected by the parties within thirty (30) calendar days of the Notice of Intent to Arbitrate, the Arbitrator selected shall have thirty (30) calendar days from the date he/she accepts the appointment to schedule a hearing, and the Arbitrator shall have fifteen (15) calendar days to issue a written decision. The

Arbitrator shall be made aware of these conditions. Neither party shall be permitted to file post-hearing briefs. Extensions shall only be by written, mutual agreement.

Upon mutual agreement, a pre-arbitration meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected) and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless parties agree otherwise. In the event of expedited arbitration, the request for the pre-arbitration meeting shall be within seven (7) calendar days of the notice of intent to arbitrate and the meeting and exchange of information shall occur within fourteen (14) calendar days thereafter. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) calendar days after the pre-arbitration meeting.

The arbitrator shall limit his or her decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
- B. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rule-making powers not inconsistent with this Agreement.
- C. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.
- D. Implying any restriction or condition upon the Employer from this Agreement, it being understood that, except to such restrictions or conditions upon the Employer that are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of rights set forth in the article of this Agreement entitled "Management Rights".
- E. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate unless otherwise provided in this Agreement.
- F. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
- G. Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 19.6 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

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Section 19.8 Cost of Arbitration The cost of the services of the Arbitrator, the cost of any proof produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, shall be **borne by the losing party, except that the arbitrator may determine an allocation of fees and expenses between the parties when there is no clear winner or loser.** —The expenses of any non-employee witness shall be borne, if at all, by the parties calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her normal working hours on the day of the hearing.

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Section 19.10 Informal Resolution Should an employee have a dispute or complaint that is not subject to the grievance procedure set forth above, the employee may reduce the matter to writing and submit it to his or her supervisor who shall then schedule a meeting with the employee and one (1) representative within seven (7) calendar days. After such meeting the supervisor shall give the employee a written answer. If the employee is not satisfied with the written answer given by his or her supervisor, then and in such event he or she may submit the written complaint or dispute together with the supervisor's written answer to the Chief Deputy for further consideration who shall then schedule a meeting with the employee and one (1) representative. Within seven (7) calendar days after such meeting the Chief Deputy shall give his written answer to the employee. If the employee is not satisfied with the Chief Deputy's written answer he or she may then submit the written complaint or dispute together with the supervisor's and the Chief Deputy's written answers to the Sheriff who shall then schedule a meeting with the employee and one (1) representative to review the entire matter. The Sheriff shall, within seven (7) calendar days after the date of such meeting, give the employee his written answer to the Complaint or dispute which written answer shall be final and binding. Upon mutual agreement of the parties, this procedure

may also be used for matters subject to or pending in the grievance procedure. It is the intent and desire of the Employer, Union, and employees that all matters of dispute, contract interpretation, discipline appeal, etc. which may or may not be subject to this grievance procedure be openly discussed with the intent for resolution. These discussions may occur informally, through this grievance procedure, or through formal labor-management meetings. All parties necessary for resolution may attend with the permission of the Union and the Employer.

## **ARTICLE 21            HOURS OF WORK/OVERTIME**

Section 21.1 Work Periods Defined    Work periods for all bargaining unit employees engaged in law enforcement duties shall **be fourteen (14) consecutive calendar days from the start date as determined by the Sheriff.** ~~coincide with the County pay periods and shall commence at 12:01 a.m. on Sunday and shall end at midnight on the second Saturday immediately following. Non-law enforcement personnel shall work a work week commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.~~

Section 21.2 Work Shifts            The basic shift for each employee in the bargaining unit shall normally consist of eight (8) consecutive hours which shall commence on the hour and end on the hour eight (8) hours later. During each such shift the employee may take a reasonable period of time for his or her meal, not to exceed thirty (30) minutes, with pay, during which meal period such employee shall remain on duty. Employees in the bargaining unit shall normally be scheduled for a shift each day for five (5) consecutive days followed by the next following two (2) days off. It is understood and agreed, however, that the basic shift and work schedules may be extended or adjusted to meet the needs of the Employer.

This Article shall not apply to any employee who is performing law enforcement services on behalf of the County under a contractual agreement between the County and any other governmental subdivision, person, firm, corporation, or other legal entity.

The Sheriff may temporarily realign the shifts based upon temporary manpower adjustments, leaves, vacations, holidays, or personal problems of an employee.

Section 21.3 Overtime            Overtime will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in any one work week for non-law enforcement personnel and in excess of eighty-five (85) hours in any one work period for law enforcement personnel (pursuant to the provisions of Section 7(k) of the Fair Labor Standards Act, as amended). Overtime pay or other premium pay shall not be pyramided or duplicated.

Section 21.4 Call-in            In those instances when a superior officer or supervisor specifically requests a member of the bargaining unit to report for or return to work to do unscheduled, unforeseen, or emergency work, and which time does not abut the employee's regularly scheduled shift, the bargaining unit member shall be paid a minimum of three (3) hours pay at his or her regular rate of pay or he or she shall be paid his or her applicable rate.

Section 21.5 Reporting Hours Worked And Overtime As authorized by the Fair Labor Standards Act, only those hours actually worked and required by the Employer shall be considered as hours worked for payment as overtime. All employees shall comply with the Office directives and procedures concerning the accurate reporting and recording of all hours worked. Any employee fabricating overtime payment claims or who inaccurately or fraudulently claims overtime payment shall be subject to disciplinary action including dismissal.

Section 21.6 Compensatory Time Subject to the approval of the Sheriff, any employee working overtime hours as set forth in Section 3, above, may elect to take compensatory time off in lieu of payment of such overtime hours provided, however, such compensatory time off is taken within the time period authorized by the Federal Fair Labor Standards Act.

Compensatory time may accumulate to a maximum of eighty (80) hours. Any accumulation over eighty (80) hours compensatory time shall be paid at the time the overtime is worked.

Employees who separate from service or who die shall have their accumulated, unused compensatory time converted to cash at their rate of pay at the time of separation. Compensatory time will be taken in no less than one (1) hour increments.

Section 21.7 Overtime Opportunities The Employer will make reasonable efforts to equalize overtime opportunities among qualified employees within classifications and will take into consideration the employee's personal schedule. In the event an employee believes he/she has been denied an overtime opportunity and the Employer agrees that the employee has been denied an overtime opportunity, the employee shall be granted the next overtime opportunity or opportunities until the overtime has been equalized.

Section 21.8 Hours of Work and Overtime (K-9 Units) In order to compensate a member for care of his assigned canine, all deputies assigned as canine handlers will be paid a premium of one dollar and forty nine cents (\$1.49) per hour for all hours in active pay status.

## **ARTICLE 22 SHIFT SCHEDULES**

Section 22.1 Choice Of Shift Choice of shift shall be determined by Classification Seniority with each different classification. If any employee leaves a classification after satisfactorily completing the probationary period and returns to the classification then the employee will have choice of shift from the original classification date. In the event two or more employees have the same classification seniority date then choice of shift shall be determined by Date of Hire Seniority.

- A. Management shall determine positions by classification per shift that will be required on a semi-annual basis.

- B. Said requirements will be posted by the 15th of the month preceding the end of each semi-annual period and the employees will have until the 22nd day of the month preceding the end of such semi-annual period to submit their request, in writing, for shift preference. Subject to the rights retained by the Sheriff to deny requests for shift preference as set forth in Section 13.2 above, the criteria for granting all requests for shift preference shall be classification seniority.
- C. On March 1 & September 1 of each year the Employer will circulate a sign up roster for the next six (6) month schedule. This sign up roster will have a list of the available number of slots and days off for each of the uniform shifts. Only officers that have satisfactorily completed the classification probationary period are eligible to sign up and exercise Classification Seniority rights. The number of officers not having completed the probationary period shall be divided as equally as possible among the three shifts, and will be assigned to the days off slots not filled in by officers exercising their Classification Seniority rights. The sign up roster shall continue through the Deputy Sheriffs/Road Enforcement Division by Classification Seniority and shall be completed by March 15 and September 15. The sign up roster goes into effect on April 1 & October 1.
- D. This Section shall not apply to special assignments by the Sheriff.

Section 22.2 Authority Of Sheriff The Sheriff may deny requests for shift preference and realign shifts as required based upon the following criteria:

- A. Specialized training;
- B. Individual officer physical capabilities;
- C. Special Assignment.

Section 22.3 Limitations On Shift Selection Persons with less than one (1) year seniority shall not have choice of shift. Shift selection shall not apply to persons assigned by the Sheriff to detective positions or special assignments. Additionally, specific tasks or projects may be made without regard to Section 13.1 for a period not to exceed one year. If such special tasks or projects must exceed one year, the Employer will notify the Union and discuss the extension, if the Union requests.

Section 22.4 Shifts From time to time, innovative shifts may be established within the office. Innovations such as but not limited to extension of working hours and corresponding hours off within a specified time period, rotation of groups of officers or other plans that are recognized innovations may be employed. From time to time, innovative shifts would involve deviating from the current shift schedule of working five eight hour days per week. This may include, but not be limited to such things as working four ten hour days per week, schedule six days on and three days off, or other similar adjustments. Before implementing any innovative shift schedule, the Sheriff shall consult with the union, in a labor management conference under Article 10.

Section 22.5 Schedule Flex The employer may flex time of an employee within a pay period where the employee has worked overtime. The employer will consider the request of the employee as to the time to be flexed. An employee may otherwise request to flex his schedule or to switch shifts with another employee. Said request may be granted or denied within the discretion of the Employer. If time can not be flexed within the pay period, the employee may choose to receive either payment at time and one half or comp time.

**ARTICLE 23 WAGES AND OTHER COMPENSATION**

Section 23.1 Wage rates for employees of the bargaining units are set forth in the wage scales in Appendix A to this Agreement. **Wage rate increases are effective on the first day of the first full pay period after January 1 in each year, unless otherwise stated in Appendix A.** -

Section 23.2 Longevity Pay Beginning on the fifth anniversary of service with the Office and each listed anniversary date thereafter employees shall receive additional compensation, which shall be included in their base rate of pay, in accordance with the following schedule:

<u>5th</u>	<u>10th</u>	<u>15th</u>	<u>20th</u>
\$.25/hr	\$.35/hr	\$.45/hr	\$.50/hr

Section 23.3 Advance Step Hire The Employer may at his discretion, hire an employee at any step of the salary schedule where said employee already possesses special skills, experience, knowledge or abilities commensurate with such Step. However, no new employee shall receive a rate higher than those employees in his or her classification already employed by the Office. If an employee is hired at entry level or above, upon successful completion of his probationary period said employee shall advance to the next higher step for his or her classification.

Section 23.4 Promotions Any bargaining unit employee promoted to a higher paying Classification as contained in Article 3 Section 3.1 shall enter the pay range of the higher classification at the step which provides an increase. Thereafter, the employee would advance to each succeeding step in accordance with Section 1 of this Article.

Section 23.5 Pay Periods Pay periods shall commence on Sunday and end at midnight on the second Saturday immediately following provided, however, that ~~all pay for time worked after noon on the Friday immediately preceding the last day of the pay period shall be accounted for and paid on the next pay period.~~ Pay periods shall be subject to change, with advance notice, if deemed necessary by the County Auditor.

Section 23.6 Pay Checks Pay checks for each pay period shall be made available to the employees to pick up at the Sheriff's office from and after 12:01 a.m., on the Friday immediately

following the end of each pay period, or as made available from County Payroll.

**ARTICLE 26            VACATION**

Section 26.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>YEARS</u> <u>SERVICE</u>	<u>VACATION</u> <u>HOURS</u>	<u>MAX. HOURS CREDITED</u> <u>BY PAY PERIOD</u>	<u>MAXIMUM</u> <u>BALANCE</u>
Less than 1	None	0 Hours	0 Hours
1 but less than 8	80	3.1 Hours	160 Hours
8 but less than 15	120	4.6 Hours	240 Hours
15 but less than 25	160	6.2 Hours	320 Hours
25 Years or more	<del>200</del> 240	<del>7.7</del> 9.2 Hours	400 Hours

Vacation leave is earned while on vacation, sick leave or compensation time but not earned while performing overtime. Employees shall accrue up to the maximum vacation leave hours per pay period as provided in this Section, e.g. employees shall accumulate vacation leave up to eighty (80) hours in active pay status for hours worked, sick leave, vacation leave, holiday and personal leaves per pay period but shall not accumulate vacation leave for overtime hours which place the employee in over eighty (80) hours paid status per pay period and shall not accumulate on any other paid leaves, e.g. paid injury leave.

Full-time employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they actually worked.

Section 26.2 Service Credit For Vacation Service, for purposes of vacation leave accrual, shall be the continuous, uninterrupted service with the Employer or uninterrupted service with another law enforcement agency or corrections facility in the State of Ohio. However, all employees employed as of July 1, 1993, shall have their prior service credit as of that date.

Each employee of the Employer who had been previously employed by the Employer with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time.

Section 26.3 First Year Employee No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.



Section 26.4 Scheduling Of Vacation Vacation time off shall be normally granted at such time as the employee finds most suitable, considering both the wishes of the employee and the operational needs of the Employer.

The Employer will give vacation preference to an employee on the basis of seniority with the Office, where it is practical, provided the employee's request for vacation time off is submitted to the Employer at the time(s) each year, as agreed to by the parties. The Employer will post the vacation schedule for the affected employees at the time(s) each year, as agreed by the parties. Employees not requesting their vacation by the December 15 date each year for the following year will be scheduled for vacation as the operational needs of the Employer permit. If two (2) or more employees request their vacation for the same date(s), the Employer will schedule the most senior employee(s) for vacation as the operational needs of the Employer permit. After the annual scheduling period(s) is concluded all other vacation leave requests will be reviewed and considered on a first-come, first-served basis and in consideration of the operational needs of the office.

Section 26.5 Accumulation And Use Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed two (2) years' accumulation as set forth in the schedule above. Accumulation of vacation time in excess of two (2) years' accumulation must be approved in advance and must be in response to special circumstances. Vacation use and/or payment for vacation shall not exceed the normal scheduled workday or work week earnings.

Vacation may be taken in not less than one (1) hour increments.

Section 26.6 Compensation On Separation Except in cases of termination upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

## **ARTICLE 30 FUNERAL LEAVE**

Section 30.1 Funeral Leave For Nuclear Family Members In the event of a death in the nuclear family of an employee, the employee shall be granted up to five (5) days funeral leave to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nuclear family members are the employee's spouse, parent, child, step-child, sibling, parent-in-law, and step parents.

Section 30.2 Funeral Leave For Extended Family Members In the event of a death in the extended family of an employee, the employee shall be granted three (3) days funeral leave to attend the funeral of the member of the extended family. The extended family members are the

employee’s grandparents, grandparents-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 30.3 Use of Sick Leave In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave, in addition to funeral leave. Such request for sick leave shall be submitted on a leave request form to the Office.

**ARTICLE 38 MID-TERM BARGAINING**

Section 38.1 Mid-Term Bargaining If the Employer is contemplating any changes that would affect wages, hours, and/or conditions of employment for bargaining unit members and such change is a mandatory subject of bargaining in accordance with O.R.C. 4117, that:

- A. Is not otherwise provided for in this contract; or
- B. Cannot be implemented under the law without bargaining.

Then the Employer, prior to making such change, shall inform the union of said proposed change and negotiate to impasse with the union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the union may request that the matter be heard before a conciliator under the procedures of R.C. 4117. Except as provided for in section 2, the parties agree to utilize the established guidelines for conciliation as provided for in the Ohio Revised Code and Ohio Administrative Code.

Section 38.2 Award/Decision Within thirty (30) calendar days of receipt of the conciliator’s decision, the County shall either implement the modifications in the conditions of employment in accordance with the conciliator’s decision, or abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

Section 38.3 Costs The cost of the conciliation proceedings shall be shared equally between the parties; however, each party is responsible for its own attorney and/or consultant’s fees.

Appendix A  
WAGES

<b>Lieutenants</b>		
	<b>2015</b>	<b>\$27.51</b>
	<b>2016</b>	<b>\$28.34</b>
	<b>2017</b>	<b>\$28.90</b>

<b>Increases</b>		
	<b>2015</b>	<b>3%</b>
	<b>2016</b>	<b>3%</b>
	<b>2017</b>	<b>2%</b>

**2018:** Effective the first day of Pay Period 21 in 2018 (September 30, 2018), an across-the-board wage rate increase of 2.0% at all steps.

**2019:** Effective the first day of the first full pay period after January 1, 2019, an across-the-board wage rate increase of 2.0% at all steps.

**2020:** Reopener for base wage rates only for calendar year 2020 to begin 10/1/2019 with negotiations period for 60 days; if not settled then statutory impasse proceedings will apply. Wage rates will be effective the first day of the first full pay period of 2020 unless agreed otherwise.

<b>Lieutenant</b>	<b>New Hire</b>	<b>1 Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>4 Yr.</b>
<b>2017 (baseline)</b>	<b>\$28.03</b>	<b>\$28.90</b>	<b>\$29.33</b>	<b>\$29.77</b>	<b>\$30.22</b>
<b>2018</b>	<b>\$28.59</b>	<b>\$29.48</b>	<b>\$29.92</b>	<b>\$30.37</b>	<b>\$30.82</b>
<b>2019</b>	<b>\$29.17</b>	<b>\$30.07</b>	<b>\$30.52</b>	<b>\$30.98</b>	<b>\$31.44</b>
<b>2020 – Wage Reopener</b>					

The steps above are based on years in classification.

\* Lieutenants who are employed by the Employer on the date of the Conciliator's Award shall receive a one-time contract signing lump sum payment of \$1000.00, subject to applicable taxes and withholding.

Respectfully submitted and issued at Dublin, Ohio this 17th day of September 2018.

/s/Meeta A.Bass  
Meeta A. Bass, Conciliator

CERTIFICATE OF SERVICE

I certify that a true and accurate copy of the foregoing conciliation was served upon the following individuals this 17th day of September 2018:

State Employment Relations Board  
Attention: Mary E. Laurent  
65 East State Street  
Columbus, Ohio 43215  
[med@serb.state.ohio.us](mailto:med@serb.state.ohio.us)

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/s/Meeta A. Bass  
Meeta A. Bass, Conciliator